

REMARKS

This application has been carefully considered in connection with the Examiner's Office Action dated September 19, 2006. Reconsideration and allowance are respectfully requested in view of the following.

Summary of Rejections

Claims 1-22 were pending at the time of the Office Action.

Claims 1 and 13 were rejected under 35 USC § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter.

Claims 1, 2, 4-12 and 21 were rejected under 35 USC § 101 because the claimed invention is directed to non-statutory subject matter..

Claims 1, 4-8, 10-14 and 21 were rejected under 35 USC § 102(b) as being anticipated by Landfield, et al. (U.S. Patent No. 5,928,333).

Claim 9 was rejected under 35 USC § 103(a) as being unpatentable over Landfield, et al. (U.S. Patent No.5,928,333).

Claims 2-3, 15-20 and 22 were rejected under 35 USC § 103(a) as being unpatentable over Landfield as applied to claims 1, 13 14 and 21 and further in view of Robinson (U.S. Publication No. US 2003/0115366).

Summary of Response

Claims 1, 4, 5, 9, 13, 16, and 21 were amended.

Claims 2, 3, 6-8, 10, 12, 15, and 17-20 remain as originally filed.

Claims 11, 14, and 22 were previously presented.

Remarks and Arguments are provided below.

Summary of Claims Pending

Claims 1-22 are currently pending following this response.

Response to Rejections under Section 101

In the Office Action dated September 19, 2006, Claims 1 and 13 stand rejected under 35 USC § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 1 and 13 have been amended herein to provide antecedent basis for all of the claim limitations.

Response to Rejections under Section 101

In the Office Action dated September 19, 2005, Claims 1, 2, 4-12 and 21 were rejected under 35 USC § 101 because the claimed invention is directed to non-statutory subject matter.

Claim 1 has been amended to claim a computer system that executes the first module and the second module to correspond with the description in the specification in paragraph 0019 that the “message manager system 10 (comprising the reader module 12 and the viewer module 14) is a software program, application, or component which may execute on a general purpose computer”. Therefore, as amended, the first and second modules of claim 1 are clearly claimed in combination with appropriate hardware to establish a statutory category of invention and enable any functionality to be realized. Also note that the second module enables displaying messages read from the queue.

Claim 21 has been amended, as suggested by the Examiner, to display the messages read from the queue.

Response to Rejections

In the Office Action dated September 19, 2006, Claims 1, 4-8, 10-14 and 21 were rejected under 35 USC § 102(b) as being anticipated by Landfield, et al. (U.S. Patent 5,928,333). Claim 9 was rejected under 35 USC § 103(a) as being unpatentable over Landfield (U.S. Patent No. 5,928,333). Claims 2-3, 15-29 and 22 were rejected under 35 USC § 103(a) as being unpatentable over Landfield, et al. (U.S. Patent 5,928,333) as applied to Claim 1, 13, 14 and 21 above, and further in view of Robinson (U.S. Patent Application Publication No. 2003/0115366).

The present disclosure is generally related to message manager system for reading messages from a queue. The messages may be read from the queue by identifying a host computer implementing a messaging service and by identifying the queue, as disclosed in paragraph 0029. The present disclosure is more particularly directed to a message manager for reading messages from a system under test. The message manager system of the present disclosure is provided with a mutually exclusive option of destructively or non-destructively reading messages from the queue. The non-destructive read is useful for verifying the content of the message while minimally impacting the system under test, as disclosed in paragraphs 0018 and 0025. The destructive read is useful when messages accumulate on the queue and impede operations of the system under test, as disclosed in paragraph 0025. The claims have been amended herein to more particularly point out these unique features. The grounds of rejection are moot in view of the amendments presented herein. A detailed discussion of how the amendments distinguish from the prior art of record follows.

Claim 1:

I. Landfield does not disclose selecting in a mutually exclusive manner between destructively reading the messages from the queue and non-destructively reading the messages from the queue.

The Office Action relied on Landfield's teaching of the delete function to read on destructive reading messages from the queue. Landfield discloses in column 5, lines 40-41 that a graphical user interface "displays the current status of the mail message queue". Landfield also discloses in column 5, lines 47-48 that the graphical user interface displays "seven columns of information about each message". Landfield also discloses in column 6, lines 63-65 that the messages may be managed "without the administrator ever having read access to the electronic message itself". Therefore, Landfield discloses that the mail manager only reads a portion of a message on the queue. Landfield further discloses in column 5, line 67 – column 6, line 2 that the information about each message is displayed by "accessing the actual mail message queue and displaying the information that is located there". Therefore, Landfield discloses that the portion of all of the messages read from the queue are non-destructively read from the queue. Landfield discloses in column 6, line 67 – column 7, line 2 that "the delete command will delete from the queue any messages that have been selected in the queue display region 68". Therefore, Landfield discloses that the portion of the messages displayed in display region 68 are non-destructively read from the queue, and upon further manipulation, selected messages may be deleted from the queue. Landfield does not provide any teaching or suggestion of destructively reading messages from the queue, i.e., consuming the message read from the queue. This point is found in the claims in at least the fact that the destructively read messages are displayed, whereas a deleted message of Landfield is no longer displayed.

In regard to claims 2-12, Applicant notes that each and every limitation has not been taught for at least the reasons detailed with regard to claim 1.

Claim 13:

II. Landfield does not disclose selecting a host computer implementing the messaging service by inputting a host computer identification.

The Office Action indicated that “administrators can select and access any host systems to view message queues within an electronic mail management system as disclose”. Applicant respectfully disagrees and can find no disclosure within Landfield to support the assertion of the Office Action. Rather, Landfield discloses in column 2, lines 26-27 a “graphical user interface to allow for the efficient **management** of electronic mail queues within a host computer system”(emphasis added by Applicant). Landfield further discloses in column 2, lines 60-63 that “access control and other **management** facilities are **provided for each** of the private networks 14, 16, and 18 by firewall **host systems** 26, 28, and 30, **respectively**”. Therefore, Landfield discloses that each firewall host system provides the management of mail queues through a graphical user interface. Since each system implements the queue management, not only is there no teaching to select a host computer system, but Landfield appears to teach away from selecting a host computer system.

III. Landfield does not disclose displaying full contents of the message using the third application.

As disclosed in at least Fig. 3 and paragraph 0034, the present disclosure teaches that the full contents of a message read from the queue are available for display and review by the message manager. Landfield specifically teaches away from this limitation in at least the disclosure in column 6, lines 64-65 that the administrator is never given read access to the

electronic message itself.

In regard to claims 14-20, Applicant notes that each and every limitation has not been taught for at least the reasons detailed with regard to claim 13.

Claim 21:

Claim 21 contains limitations similar to those described above. The arguments presented in I and II above are repeated herein for claim 21.

In regard to claims 22, Applicant notes that each and every limitation has not been taught for at least the reasons detailed with regard to claim 21.

Conclusion

Applicant respectfully submits that the present application is in condition for allowance for the reasons stated above. If the Examiner has any questions or comments or otherwise feels it would be helpful in expediting the application, he is encouraged to telephone the undersigned at (972) 731-2288.

The Commissioner is hereby authorized to charge payment of any further fees associated with any of the foregoing papers submitted herewith, or to credit any overpayment thereof, to Deposit Account No. 21-0765, Sprint.

Respectfully submitted,

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